

LABOR AGREEMENT
July 1, 2005 - June 30, 2010

CITY OF RENO
AND
RENO POLICE PROTECTIVE ASSOCIATION

TABLE OF CONTENTS
RPPA NON-SUPERVISORY
July 1, 2005 - June 30, 2010

| | | |
|---|---------------------------------------|----|
| Article No. 1. | Preamble..... | 1 |
| Article No. 2. | Recognition | 1 |
| Article No. 3. | Strikes and Lockouts..... | 2 |
| Article No. 4. | Rights of Management..... | 2 |
| Article No. 5. | Non-Discrimination..... | 4 |
| Article No. 6. | Association Dues..... | 5 |
| Article No. 7. | Hours of Work | 6 |
| Article No. 8. | Holidays and Holiday Pay..... | 8 |
| Article No. 9. | Vacation..... | 10 |
| Article No. 10. | Sick Leave..... | 12 |
| Article No. 11. | On-the-Job Injury..... | 18 |
| Article No. 12. | Leave of Absence..... | 22 |
| Article No. 13. | Military Leave..... | 22 |
| Article No. 14. | Jury Duty | 23 |
| Article No. 15. | Retirement..... | 23 |
| Article No. 16. | Salaries..... | 23 |
| Article No. 17. | Step Raise Eligibility..... | 25 |
| Article No. 18. | Inoculations..... | 26 |
| Article No. 19. | Overtime..... | 27 |
| Article No. 20. | Stand-by Time | 29 |
| Article No. 21. | Longevity Pay..... | 30 |
| Article No. 22. | Health and Accident Insurance | 31 |
| Article No. 23. | Uniform Allowance | 37 |
| Article No. 24. | Special Pay Practices | 39 |
| Article No. 25. | Training Courses..... | 45 |
| Article No. 26. | Vacancies and Promotions..... | 47 |
| Article No. 27. | Working Rules | 47 |
| Article No. 28. | Grievance Arbitration Procedure | 47 |
| Article No. 29. | Discipline/Discharge..... | 52 |
| Article No. 30. | Amending Procedures | 61 |
| Article No. 31. | Savings Clause..... | 62 |
| Article No. 32. | Duration of Agreement | 63 |
| Article No. 33. | Seniority/Layoff..... | 63 |
| Article No. 34. | Compensatory Time | 63 |
| Article No. 35. | Release Time | 64 |
| Article No. 36. | Labor-Management Committee | 66 |
| Article No. 37. | Educational Incentive | 67 |
| Article No. 38. | Flight Program | 69 |
| Article No. 39. | Special Events..... | 69 |
| Article No. 40. | Shift Bid..... | 71 |
| Appendices A-1 - A-10 Salary Plans | | |

ALPHABETICAL
TABLE OF CONTENTS
RPPA NON-SUPERVISORY
July 1, 2005 - June 30, 2010

| | | |
|---|--------------------------------------|----|
| Article No. 30. | Amending Procedures..... | 61 |
| Article No. 6. | Association Dues..... | 5 |
| Article No. 34. | Compensatory Time..... | 63 |
| Article No. 29. | Discipline/Discharge..... | 52 |
| Article No. 32. | Duration of Agreement..... | 63 |
| Article No. 37. | Educational Incentive..... | 67 |
| Article No. 38. | Flight Program..... | 69 |
| Article No. 28. | Grievance Arbitration Procedure..... | 47 |
| Article No. 22. | Health and Accident Insurance | 31 |
| Article No. 8. | Holidays and Holiday Pay..... | 8 |
| Article No. 7. | Hours of Work..... | 6 |
| Article No. 18. | Inoculations..... | 26 |
| Article No. 14. | Jury Duty..... | 23 |
| Article No. 36. | Labor-Management Committee..... | 66 |
| Article No. 12. | Leave of Absence..... | 22 |
| Article No. 21. | Longevity Pay..... | 30 |
| Article No. 13. | Military Leave..... | 22 |
| Article No. 5. | Non-Discrimination..... | 4 |
| Article No. 11. | On-the-Job Injury..... | 18 |
| Article No. 19. | Overtime..... | 27 |
| Article No. 39. | Special Events..... | 69 |
| Article No. 1. | Preamble..... | 1 |
| Article No. 2. | Recognition..... | 1 |
| Article No. 35. | Release Time..... | 64 |
| Article No. 15. | Retirement..... | 23 |
| Article No. 4. | Rights of Management..... | 2 |
| Article No. 16. | Salaries..... | 23 |
| Appendices A-1 - A-10 Salary Plans | | |
| Article No. 31. | Savings Clause..... | 62 |
| Article No. 33. | Seniority/Layoff..... | 63 |
| Article No. 40. | Shift Bid..... | 71 |
| Article No. 10. | Sick Leave..... | 12 |
| Article No. 39. | Special Events..... | 69 |
| Article No. 24. | Special Pay Practices..... | 39 |
| Article No. 20. | Stand-by Time..... | 29 |
| Article No. 17. | Step Raise Eligibility..... | 25 |
| Article No. 3. | Strikes and Lockouts..... | 2 |
| Article No. 25. | Training Courses..... | 45 |
| Article No. 23. | Uniform Allowance..... | 37 |
| Article No. 26. | Vacancies and Promotions..... | 47 |
| Article No. 9. | Vacation..... | 10 |
| Article No. 27. | Working Rules..... | 47 |

AGREEMENT BETWEEN THE CITY OF RENO AND
THE RENO POLICE PROTECTIVE ASSOCIATION COVERING
NON-SUPERVISORY EMPLOYEES
July 1, 2005 - June 30, 2010

ARTICLE NO. 1. PREAMBLE:

THIS AGREEMENT is entered into between the City of Reno, Nevada, hereinafter referred to as the "City" and the Reno Police Protective Association and its agent(s), hereinafter referred to as the "Association". It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein the basic and full agreement between the parties concerning rates of pay, wages, hours of employment and other conditions of employment.

ARTICLE NO. 2. RECOGNITION:

The City recognizes the Association and its agent, as identified above as the exclusive bargaining agent, for purposes of establishing salaries, wages, hours and other conditions of employment for all of its civil service employees within non-supervisory law enforcement officer classifications of:

Detective

Police Officer

and excluding all other employees in law enforcement officer classifications as supervisory or management employees. It is agreed by the parties hereto that the City recognizes the

Association as the exclusive bargaining agent for the non-supervisory employees on the basis that such employees have the same community of interest.

ARTICLE NO. 3. STRIKES AND LOCKOUTS:

(a) The Association, its agent and its membership, individually and collectively, will not promote, sponsor or engage in any strike against the City, slow down, or interruption of operation, concentrated stoppage of work, absence from work upon any pretext or excuse such as illness, which is not founded in fact; or any other intentional interruption of the operations of the City, regardless of the reason for so doing, and will use its best efforts to induce all employees covered by this Agreement to comply with this pledge.

(b) The City will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Association.

ARTICLE NO. 4. RIGHTS OF MANAGEMENT:

(a) Those subject matters which are not within the scope of mandatory bargaining and which are reserved to the City without negotiation include:

(1) The right to hire, direct, assign or transfer an employee, but excluding the right to assign or transfer an employee as a form of discipline.

(2) The right to reduce in force or lay off any employee because of lack of work or lack of funds.

(3) The right to determine:

(i) Appropriate staffing levels and work performance standards, except for safety considerations;

(ii) The content of the workday, including without limitation workload factors, except for safety considerations;

(iii) The quality and quantity of services to be offered to the public; and

(iv) The means and methods of offering those services.

(4) Safety of the public.

(b) Notwithstanding the provisions of any collective bargaining agreement negotiated pursuant to NRS 288, the City is entitled to take whatever actions may be necessary to carry out its responsibilities in situations of emergency such as a riot, military action, natural disaster or civil disorder. Such actions may include the suspension of any collective bargaining agreement for the duration of the emergency. Any action taken under the provisions of this subsection shall not be construed as a failure to negotiate in good faith.

(c) The provisions of this Article include without limitation and the provisions of this section recognize and declare the ultimate right and responsibility of the City to manage its operation in the most efficient manner consistent with

the best interests of all its citizens, its taxpayers and its employees.

(d) NRS 288 as amended does not preclude, but this Chapter does not require the City to negotiate subject matters enumerated in paragraph number (a) above, which are outside the scope of mandatory bargaining. The City shall discuss subject matters outside the scope of mandatory bargaining but it is not required to negotiate such matters.

ARTICLE NO. 5. NON-DISCRIMINATION:

(a) The City will not interfere with or discriminate in respect to any term or condition of employment against any employee covered by this Agreement because of membership in or activity as provided for in this Agreement on behalf of the members of this bargaining unit, nor will the City encourage membership in another employee organization.

(b) The Association recognizes its responsibility as the exclusive negotiating agent and agrees to represent all employees in the negotiating unit without discrimination, interference, restraint, or coercion.

(c) The provisions of this Agreement shall be applied equally to all employees in the negotiating unit, without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation. The Association shall share equally with the City the responsibility for applying this provision of the Agreement.

ARTICLE NO. 6. ASSOCIATION DUES:

(a) Employees of the City of Reno may authorize payroll deductions for the purpose of paying Association dues and assessments. Upon written authorization to the City's Human Resources Department from an employee, the City agrees to deduct on a bi-weekly basis from the wages of said employee such sums as he may specify for United Fund, City of Reno Credit Union, Association Dues, City of Reno Group Insurance plan, U.S. Savings Bonds, or such other purposes as the City may hereafter approve. The City shall activate the withdrawal of dues from new members within thirty (30) days of Human Resources Payroll Division receiving authorization. Association assessment shall be deducted as requested by the Association, however such assessment deductions shall be requested not more than once per calendar year. No authorization shall be allowed for payment of initiation fees or fines. Each employee shall have the right to terminate such payroll deductions at any time upon his written request to the City's Human Resources Department.

(b) The Association and its agent will indemnify, defend, and hold the City harmless against any claims made and against any suits instituted against the City on account of any action taken or not taken by the City in good faith under the provisions of this Article. The Association agrees to refund to the City any amounts paid to it in error on account of the payroll deduction provision upon presentation of proper evidence

thereof.

(c) The employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the appropriate Association dues and/or assessments. When a member in good standing of the Association is in non-pay status for an entire pay period, no withholding will be made to cover that pay period from future earnings. In the case of an employee who is in non-pay status, during only part of the pay period, and the wages are not sufficient to cover the full withholding, no deductions shall be made. In this connection, all other legal and required deductions have priority over Association dues and assessments.

ARTICLE NO. 7. HOURS OF WORK:

(a) The normal work period of employees covered by this Agreement shall consist of eighty (80) hours biweekly. The Patrol Division is on a four (4) day, ten (10) hours per day work week. The Detective and Administrative Divisions are on a plan of five (5), nine (9) hour days one week, and three (3) nines and one eight (8) hour day(s) the second week, affording them a three day weekend every other week. The Chief of Police at his discretion, with the City Manager's approval, may place the Detective and Administrative Division on a four (4) day, ten (10) hours per day work week. Effective upon ratification of the 2005/2010 Agreement by both parties, an officer placed on administrative leave with pay shall be assigned to a Monday

through Friday work week schedule that allows the same number of work hours per day and the same number of consecutive days off as on his/her regular schedule. The scheduling of work shifts and work weeks shall be as directed by the Police Chief except that all employees shall have consecutive days off, except (1) in cases of emergency declared by the Chief, or (2) upon not less than seventy-two (72) hours prior notice to employees in instances involving shift rotation, military duty, departmental training programs or as provided in Article 39. Special Events.

(b) Duty hours shall be devoted fully to the performance of assigned duties; periods of absence for personal matters are not creditable toward duty hours and must be charged to vacation or sick leave, or be recorded as unexcused absence.

(c) Except during emergency situations, employees shall be permitted to take one (1) thirty (30) minute paid lunch break and two (2) fifteen (15) minute coffee breaks or rest periods during each workday; however, in the event an employee is unable to take his/her lunch period off, overtime pay will not be available for claim. An employee may, at his/her discretion, combine one (1) fifteen (15) minute coffee or rest break with the thirty (30) minute lunch break.

(d) This Article is intended to be construed only as a basis for calculating overtime and shall not be construed as a guarantee of hours of work per day or per week.

(e) Flextime scheduling will not be used to avoid

overtime; and if schedule change involves more than one-half (1/2) hour, the affected employee will receive seventy-two (72) hours prior notice, except in cases of emergency declared by the Chief.

(f) Except in cases of emergency as declared by the Chief, or as a result of a special event, training or shift changes, employees who are not given at least six (6) hours off after the completion of their last shift will receive a premium of two (2) hours pay at the base hourly rate in addition to their regular pay.

ARTICLE NO. 8. HOLIDAYS AND HOLIDAY PAY:

(a) Effective the last full pay period of June 2001, employees eligible for holiday pay shall receive ten (10) hours pay at the base hourly rate of pay if assigned to a ten (10) hour work day; or either nine (9) hours pay for holidays on a nine (9) hour work day, or eight (8) hours pay for holidays on an eight (8) hour work day at the base hourly rate of pay if assigned to the modified 5/9 plan; or eight (8) hours pay at the base hourly rate of pay if on administrative leave or if assigned to an eight (8) hour work day, for the following holidays when not worked:

New Year's Day (January 1)

Martin Luther King's Birthday (Third Monday in January)

Washington's Birthday (Third Monday in February)

Floating Holiday to be taken during a fiscal year

Memorial Day (Last Monday in May)

Independence Day (July 4)

Labor Day (First Monday in September)

Nevada Day (the last Friday in October)

Veteran's Day (November 11)

Thanksgiving Day (Fourth Thursday in November)

Day After Thanksgiving (Fourth Friday in November)

Christmas Day (December 25)

and upon any other day declared a paid holiday for City employees by the Mayor or a paid holiday for local government employees by the Governor or the President of the United States.

(b) Each employee will be eligible for eight (8) hours of paid time off at the base hourly rate to be given in observation of the anniversary of the employee's birthday. The time during the year which the employee may take his birthday time off shall be determined by the Chief of Police after giving consideration to the operating requirements of the department.

(c) For employees regularly scheduled a Monday-Friday workweek, whenever one of these holidays falls on a Saturday, the preceding Friday will be observed as a holiday; and should it fall on a Sunday, the following Monday would be a holiday. For employees regularly scheduled on an other than Monday-Friday workweek, whenever one of those holidays falls on a non-work day, the previous or subsequent workday shall be observed as that holiday as determined by the Police Chief.

(d) In order to be eligible for holiday pay, an employee must be on the active payroll of the City and must have worked his full regularly scheduled workday before and after the holiday, unless such conditions are specifically exempted, in writing, by the City.

(e) Holidays occurring during an employee's vacation period shall not be counted as vacation.

(f) When an employee is required by order of the Police Chief to work during his regularly scheduled work hours on a holiday, if eligible for holiday pay in addition to his holiday pay, he shall receive one and one-half (1-1/2) times his base hourly rate of pay for each hour or major fraction worked.

(g) For calculation of payment under this Article, base hourly rate shall be increased by Investigator assignment pay, FTO assignment pay, or Senior Officer premium pay for any employee so assigned by payroll action form.

ARTICLE NO. 9. VACATION:

(a) A regular full-time employee will be granted vacation benefits as follows:

| <u>Years of Continuous Service</u> | <u>Vacation Earnings Rate Bi-Weekly Pay Period</u> |
|--|--|
| Less than 5 years | 4 hours |
| 5 years but less than 10 years | 5 hours |
| 10 years but less than 15 years | 6 hours |
| 15 years but less than 20 years | 7 hours |
| 20 years or more | 8 hours |

Vacation credits shall accrue for each pay period the employee is in full pay status a major portion of his regularly scheduled bi-

weekly hours.

(b) An employee shall be paid at his base hourly rate for each hour of vacation time taken. Vacation shall be charged on the basis of one hour for each full hour or major portion of an hour of vacation taken.

(c) Choice of vacation dates shall be granted whenever practical based upon the operating requirements of the City, as determined by the Police Chief. Where more employees than can be spared request a particular period, preference will be in order of seniority in grade, provided the remaining employees are qualified to do the work.

(d) Vacation taken during a bi-weekly period shall be charged before vacation earned during the pay period is credited.

(e) No later than the last full pay period in June 2001, An employee's accrued vacation shall not exceed four hundred fifty-six (456) hours.

(f) The City shall make available reasonable periods of time for employees to take earned vacation. The City shall not make payment for unused vacation in excess of that allowed to accrue as provided in paragraph (e) of this Article with the following exception. In the event that any employee's scheduled vacation is denied by management due to an operating emergency, the employee will not lose that accrued vacation in excess of what is permitted in paragraph (e) unless said employee is provided the opportunity to use such denied vacation within the

following thirty (30) calendar days and refuses such use.

(g) Vacation Cash Out Provision. Effective July 1, 2001, upon request, bargaining unit employees may, during the window period November 1 through November 30, 2001, and annually during the same time period within subsequent calendar years, cash out up to 40 hours of accumulated but unused regular vacation leave in increments of 20 hours.

(1) To be eligible, employees must file a written request with the Chief of Police or his designee during the window period specified above.

(2) Calculation of the payment due shall be based on the employee's base hourly rate in effect on the last day of the window period of the year in which his request was made. Base hourly rate shall be increased by Investigator assignment pay, FTO assignment pay, or Senior Officer premium pay for any employee so assigned by payroll action form.

ARTICLE NO. 10. SICK LEAVE:

(a) A full-time regular employee shall be entitled to earn sick leave benefits at the rate of four (4) hours per bi-weekly pay period and accumulate without limitation for use as set forth in paragraph (b) and (d). An employee must be in full pay status a major portion of his regularly scheduled bi-weekly hours to be credited with sick leave for that period.

(b) Sick leave shall be charged for absence from work

by reason of illness, injury or death under the following circumstances:

(1) Sick leave may be granted only as the result of illness, or injury of the employee; illness, injury or death of the employee's husband, wife, child, adopted child, stepchild residing with employee, mother or father, or for attendance at the funeral of a brother or sister. An employee requiring extended time off (five days or more) for medical care of a family member not listed above may make a request to an advisory review committee which will make a recommendation to the Chief of Police, or his designee. The Chief shall make the final determination as to whether sick leave shall be granted and the amount of time allowed. His determination shall be non-appealable and not subject to the grievance process of this Agreement. The advisory review committee shall consist of three (3) Association Board of Directors selected by the Association President, and three (3) police supervisors selected by the Chief of Police. Employees shall be at their place of residence, a medical facility, or their doctor's office, or shall notify their supervisor of their whereabouts when using sick leave. Any gainful employment, recreation, travel for recreation or other activity for non-sick leave purpose, when an employee is on sick leave is considered evidence of abuse of sick leave unless approved in advance in writing by the Police

Chief, or his designee. Utilization of sick leave for purposes other than those defined in the Agreement shall be considered evidence of abuse. An employee may be disciplined when evidence of abuse exists. The parties specifically agree any use of more than eleven (11) sick leave days in any twelve (12) month period is considered excessive. Excessive sick leave usage shall be reviewed to determine if the excessive use is justified or if the excessive sick leave usage required corrective action.

(2) The employee requiring sick leave must provide the Police Chief with evidence of such need. Thereupon, the Police Chief shall guarantee his personal knowledge of the necessity by certifying the granting of sick leave. To ensure such knowledge, he may require the employee to provide a written doctor's statement before granting sick leave. Additional documentation may be required of the employee depending on the seriousness of the disability. Such documentation will include a statement of the problem, a prognosis for recovery and any work limitations.

(3) If any employee does not have adequate sick leave time, the Police Chief may grant the use of accrued vacation time in lieu thereof. In no case, however, will sick leave be granted in lieu of vacation time. The Police Chief may recommend to the City Council special

consideration for any employee, covered by this contract, who has exhausted the use of sick leave and vacation time and who is unable to return to duty.

(c) Sick leave shall be charged on an hourly basis for each full hour or major portion of an hour of sick leave taken. Holidays occurring during sick leave periods shall not be counted as sick leave time if the employee furnishes documentation of such illness. Sick leave taken during a bi-weekly pay period shall be charged before sick leave earned that pay period is credited.

(d) For employees hired prior to June 19, 1978, upon termination of employee, except for cause, an employee shall be compensated for accrued but unused sick leave at the rate of one (1) hour's pay at his base hourly rate for every two (2) hours of sick leave accrued. Accrued sick leave shall be limited as follows:

(1) Persons employed after June 26, 1972, shall not accrue more than six hundred (600) hours.

(2) Employees as of June 26, 1972, having less than six hundred (600) hours accrued sick leave may accrue up to six hundred (600) hours.

(3) Employees as of June 26, 1972, having more than six hundred (600) hours accrued shall establish that accrued amount as their maximum. If sick leave is used, this employee may accrue back up to the maximum as of June

26, 1972.

Employees hired prior to June 19, 1978, shall have the option of either the buy out under section (d) above or (e) below.

(e) Upon termination, except for cause, an employee shall be compensated for accrued but unused sick leave as follows:

(1) Effective July 1, 2005, any employees having 450 or more hours in his or her sick leave bank shall be cashed out at the rate of ninety percent (90%) of the total accumulated hours up to and including a maximum of 1600 hours at his or her base hourly rate of pay.

(2) At the time of separation, once the threshold amount of hours are reached, the employee shall be paid for all hours up to and including 1600 hours in the bank at the rate indicated.

(3) For purposes of and subject to the provision in (d) and (e), an employee receiving investigator pay, field training officer pay and senior officer pay shall have that amount included with the base hourly rate of pay.

(4) Effective upon ratification of the 2005/2010 Agreement by both parties, any employee with a sick leave balance between 100 to less than 450 hours shall receive an incentive payment of twenty-five dollars (\$25.00) for each bi-weekly pay period wherein such employee uses no sick leave. Employees with

a sick leave balance of 450 hours or more shall not be eligible for this incentive. Payment to be made quarterly.

(f) The City agrees to pay for all medical costs for preventive medicine incurred by a department employee as a result of an on-the-job exposure not covered by NRS 616 Worker's Compensation System or until NRS 616 Worker's Compensation System coverage.

(g) In the event of the death of an employee, the employee's estate shall receive payment for sick leave accrued but unused in accordance with section (d) and (e) above.

(h) No provision of this contract is intended to be contrary to either the Americans with Disabilities Act (ADA) or the Family Medical Leave Act (FMLA).

(i) The changes shall take effect upon ratification of the agreement by the parties or as indicated. However, any employee who has separated from employment between July 1, 2005 and ratification of the 2005/2010 Agreement by both parties shall be entitled to the benefits listed, if eligible.

(j) For calculation of payment under this Article, base hourly rate shall be increased by Investigator assignment pay, FTO assignment pay, or Senior Officer premium pay for any employee so assigned by payroll action form.

(k) If the City negotiates a higher percentage (higher than 90% of 1600 hours) sick leave buyout with any other bargaining unit after ratification of the 2005/2010 Agreement by

both parties, the City will provide the same for RPPA.

ARTICLE NO. 11. ON-THE-JOB INJURY:

(a) Whenever an employee is injured while on duty with the City of Reno, and such injury prevents said employee from performing his normal full time duties, the employee shall receive full salary for a period up to, but not exceeding, cumulative one hundred (100) working days not to exceed a period of one (1) year from date of injury or knowledge of illness as indicated in the following provisions of this Article. During this period, the employee shall not forfeit any accrued sick leave. The one (1) year limitation shall be waived in the event of later surgery resulting from the original illness or injury. However, the one hundred (100) working day limitation shall continue to apply.

(b) In the event that an employee's NRS 616 Worker's Compensation System claim is denied and the denial is appealed, the City agrees to pay full salary while the NRS 616 Worker's Compensation System appeal is pending at the request of the employee for an appeal period not to exceed one (1) calendar year. If the final determination is adverse to the employee or if the appeal period exceeds one (1) calendar year, the employee must deduct from sick leave and, if sick leave is exhausted, vacation leave to compensate the City for hours paid during the appeal period.

If the employee has neither sufficient sick leave or

vacation leave to compensate for hours paid by the City during pending of claim which shall not exceed one (1) calendar year, City may advance the employee sick leave to cover the balance of hours. If the employee terminates prior to accruing all sick leave advanced, the employee is responsible for paying the balance of advanced sick leave hours in cash at the time of termination.

It is understood that the term "full salary" shall only include an employee's base salary plus applicable longevity pay.

(c) Any employee while on NRS 616 Worker's Compensation System leave will not accrue sick leave or vacation time but shall continue to earn service time credit for retirement.

(d) Upon the expiration of the accumulative one hundred (100) working days referenced in (a) above, if the employee is still unable to work, he may utilize his accumulated sick leave at the rate of one-half (1/2) the amount charged per shift or day, during which period the employee shall retain the NRS 616 Worker's Compensation System payment, and the City shall then pay him the difference between his normal pay and NRS 616 Worker's Compensation System payment.

(e) When accrued sick leave has expired, if the employee is still unable to work, except for total accumulated vacation, he may utilize his accumulated vacation time pay at the rate of one-half (1/2) the amount charged per shift or day,

during which period the employee shall retain the NRS 616 Worker's Compensation System payment, and the City shall then pay him the difference between his normal pay and NRS 616 Worker's Compensation System payment.

(f) INTENT: The intent of paragraphs (d) and (c) above is that the employee will continue to receive his full accumulated salary dollars so long as he is disabled and receiving NRS 616 Worker's Compensation System benefits and until his sick leave and vacation hours are exhausted.

(g) When, as the result of an on-the-job injury, an employee is continually confined to a duly licensed hospital as a result of such injury, the employee shall retain the NRS 616 Worker's Compensation System payment and the City of Reno shall then pay the individual the difference between normal pay and NRS 616 Worker's Compensation System payment. Said payment will be continued so long as the employee is confined to said hospital and so long as the NRS 616 Worker's Compensation System continues to make insurance payments in connection with said injury. For compensation purposes, the requirements of continual confinement to a duly licensed hospital or confinement to the home (if so certified by a medical doctor, assigned by the City) may be waived by action of the City Council if the City Council determines that special circumstances warrant such action. During this period, the employee will not forfeit vacation benefits or sick leave benefits other than as provided above.

For the purpose of this paragraph (g), the one hundred (100) days referenced in paragraph (a) does not begin until the employee is released from the hospital; however, any period where an employee is not confined in a hospital counts towards the one hundred days.

(h) Any time within a maximum period of twelve (12) bi-weekly pay periods subsequent to the pay period within which the on-the-job injury occurred, an employee may elect to continue on NRS 616 Worker's Compensation System leave, without additional compensation from the City, and without refunding NRS 616 Worker's Compensation System salary continuance payments to the City, provided the employee is receiving NRS 616 Worker's Compensation System salary continuance payments.

(i) The City may elect to send an employee to a doctor of its choice at its expense to examine the employee to determine whether the employee is able to work a light duty job. It is understood by the parties that the City's choice of physician will be a specialist in his field to eliminate the problem with conflicting opinions. The intent of this second opinion is to determine staffing and encourage rehabilitation of the employee.

(j) When a holiday falls during the period of an employee's NRS 616 Worker's Compensation System leave, the employee shall receive straight time compensation for the holiday, and the holiday shall not be considered a working day for purposes of the cumulative one hundred (100) working days

referenced in this Article.

ARTICLE NO. 12. LEAVE OF ABSENCE:

(a) Leave of absence may be granted pursuant to the Rules and Regulations of the Civil Service Commission. A leave of absence authorization shall specify any restrictions attached thereto.

(b) If a leave of absence without pay is granted to an employee the time actually worked before and after the leave of absence shall be added together and must total the time specified in the Rules and Regulations of the Civil Service Commission of the City of Reno for the probationary period before confirmation and elevation to Level 2 in the salary grade will occur.

ARTICLE NO. 13. MILITARY LEAVE:

(a) Any employee who is an active member of the Nevada National Guard or is an active member of any reserve component of the United States Armed Forces shall be relieved from his duties upon request to serve under orders on training duty without loss of his regular compensation for a period of not to exceed fifteen (15) working days in any calendar year. Any such absence shall not be deducted from the employees accrued vacation.

(b) In addition each regular employee shall receive seniority, or anniversary date benefits in compliance with any federal laws and court cases pertaining to military service or service due to any national guard or reserve duty.

(c) No employee shall be denied promotion or adversely

affected in his position due to serving in the National Guard or Armed Forces Reserves.

ARTICLE NO. 14. JURY DUTY:

Any employee of the City who is required to serve on any jury shall receive his regular salary during the period of jury service, provided that he remit his compensation for such jury duty to the City Clerk for deposit in the General Fund of the City of Reno.

ARTICLE NO. 15. RETIREMENT:

Employees shall be retired from employment with the City in accordance with the provisions of NRS 286. The City agrees to pay the employee's retirement contribution, including any increases required by state law which occur during the term of this Agreement. Payment of increases in employee retirement contributions shall be considered as being in lieu of an equivalent salary increase.

ARTICLE NO. 16. SALARIES:

(a) All employees will be paid on each bi-weekly Friday with salary computed through the end of the preceding payroll cycle. The amount of pay shall be for the number of hours on duty as scheduled or on authorized paid absence. Pay rates shall be as specified in the attached Appendices. Base hourly rate as used in this labor agreement shall be defined as the employee's step on the applicable salary appendix attached to this contract unless otherwise indicated. Base hourly rate shall

be increased by the applicable Investigator assignment pay, FTO assignment pay, or Senior Officer premium pay for any employee so assigned where specified under certain articles in this Agreement.

(b) Effective the last full pay period of June, 2005, employees covered by this Agreement shall receive a two and one-tenth percent (2.1%) across-the-board base wage increase as shown in Appendix A-1.

(c) Effective the first full pay period following January 1, 2006, employees covered by this Agreement shall receive a two and one tenth percent (2.1%) across-the-board base wage increase as shown in Appendix A-2.

(d) Effective the last full pay period of June, 2006, employees covered by this Agreement shall receive a two and one tenth percent (2.1%) across-the-board base wage increase as shown in Appendix A-3.

(e) Effective the first full pay period following January 1, 2007, employees covered by this Agreement shall receive a two and one tenth percent (2.1%) across-the-board base wage increase as shown in Appendix A-4.

(f) Effective the last full pay period of June 2007, employees covered by this Agreement shall receive a two and one tenth percent (2.1%) across-the-board base wage increase as shown in Appendix A-5.

(g) Effective the first full pay period following

January 1, 2008, employees covered by this Agreement shall receive a two and one tenth percent (2.1%) across-the-board base wage increase as shown in Appendix A-6.

(h) Effective the last full pay period of June, 2008, employees covered by this Agreement shall receive a two and one tenth percent (2.1%) across-the-board base wage increase as shown in Appendix A-7.

(i) Effective the first full pay period following January 1, 2009, employees covered by this Agreement shall receive a two and one tenth percent (2.1%) across-the-board base wage increase as shown in Appendix A-8.

(j) Effective the last full pay period of June, 2009, employees covered by this Agreement shall receive a two and one tenth percent (2.1%) across-the-board base wage increase as shown in Appendix A-9.

(k) Effective the first full pay period following January 1, 2010, employees covered by this Agreement shall receive a two and one tenth percent (2.1%) across-the-board base wage increase as shown in Appendix A-10.

ARTICLE NO. 17. STEP RAISE ELIGIBILITY:

(a) Employees who are in the classification of Police Officer and are within the step ranges covered by this Agreement shall become eligible for step raises at the start of the payroll period in which the following occur:

(1) At confirmation after one (1) year of

employment.

(2) One (1) year following any previous step raise.

(b) Step raises will become effective as outlined above only upon the recommendation of the Police Chief and approval of the Human Resources Director. If such recommendation or approval is delayed for any reason, the effective date shall be as specified at the time of approval.

(c) If a leave of absence without pay is granted to an employee, the time actually worked before and after the leave of absence shall be added together and must total the time specified in subsection (2) of Paragraph (a) of this Article before being eligible to receive a step raise.

(d) The Chief of Police may redetermine and adjust the step raise of any employee, either upwards or downwards, within the salary range depending upon the employee's job performance and duties assigned.

(e) The Merit Review Committee shall consist of members appointed by the Police Management and an equal number of members appointed by the Association. The Merit Review Committee may make recommendations to the Police Chief concerning upward or downward step raise adjustment. The Police Chief retains discretion to approve or disapprove the recommendations.

ARTICLE NO. 18. INOCULATIONS:

The City shall provide those infectious disease

vaccinations that are recommended by the Labor/Management Committee and approved by the Police Chief. In addition, the City shall provide, at no cost to the employee, any disease screening procedures that may be recommended by the Labor/Management Committee and approved by the Police Chief.

ARTICLE NO. 19. OVERTIME:

(a) Time and one-half the base hourly rate shall be paid for each quarter (1/4) of an hour worked in excess of forty (40) hours during the regular workweek or in excess of eight (8) hours during the regular workday for any employee working a five (5) day, eight (8) hour work week. If working a modified work schedule, overtime at the premium rate shall be paid for all hours worked over the scheduled workday or over eighty (80) hours in the pay period. If time is lost during the regular workweek for unexcused absence, then premium pay shall not prevail until forty (40) hours worked is exceeded. Overtime will be paid on the payroll for the pay period within which the overtime is performed or accrued as per Article 7. It is understood that nothing in this Article shall require payment for overtime hours not worked. Overtime shall not be paid more than once for the same hours worked. All overtime must have previous authorization of the Police Chief, if compensation therefore is to be effected.

(b) Effective upon ratification of this Agreement if an employee is off-duty and receives a telephone call regarding official police department business from a supervisor, or at the

request of a supervisor, the employee shall receive minimum compensation at time and one-half the hourly rate of pay for each quarter (1/4) of an hour on the telephone. If the total work time for a phone call or multiple calls actually extends beyond fifteen (15) minutes, the work time shall be rounded to the nearest fifteen (15) minute increment. This provision is intended to apply to situations where it is necessary to obtain information from the employee regarding a work situation. It is not intended to apply to calls on matters such as requests to work overtime, or directives given to the employee to report to work early or other reporting instructions.

(c) Generally, the City shall assume no liability for overtime, and the Association shall expect none, for an employee as a result of out of town training or prisoner extradition except as provided for by the Fair Labor Standards Act (FLSA) applied to local government operations related to definition of hours actually worked; however, should a legitimate overtime liability occur on an individual instance, beyond the ability of management or the employee to prevent, overtime will be paid in accordance with this Article.

(d) Effective upon ratification of this Agreement employees scheduled to work the Hot August Nights special events shall be paid two (2) times their base hourly rate of pay. The extension of work shifts either prior to or following their regularly scheduled work shifts shall also qualify for the premium pay as

long as it is related to the Hot August Nights special event.
(This includes regular patrol backfill and other overtime assignments necessitated by the staffing requirements of the special event.)

(e) For calculation of payment due under this Article, base hourly rate shall be increased by Investigator assignment pay, FTO assignment pay, or Senior Officer premium pay for any employee so assigned by payroll action form.

ARTICLE NO. 20. STAND-BY TIME:

(a) Due to staff limitations, it may be necessary for the Police Chief to schedule an employee to be on a telephone stand-by alert available for duty at the Central Police Station within sixty (60) minutes of notification by the Police Chief to handle overtime work which may arise during other than his normal working hours.

(b) Regular Stand-by. Those employees on stand-by will be carried on a stand-by roster to be established and maintained through procedures promulgated by the Police Chief. For each listing on the regular stand-by roster, the employee will be compensated at the rate of one-and-one-half (1 1/2) hour's pay at the base hourly rate for each eight (8) hour period of standby. If the period of time served is less than eight (8) hours, the employee shall receive a minimum one (1) hour's pay.

(c) Court Stand-by. Employees on stand-by, on a duty day but not during duty hours (if swingshift or graveyard

officers), for Municipal Court appearance(s) shall receive one (1) hour stand-by pay for scheduled court appearance during A.M. and/or P.M. hours, or two (2) hours of stand-by pay if on a scheduled off duty day for morning and/or afternoon appearances, to be paid at the straight time rate or, at the employees option, to be awarded compensatory time off at the rate of time-and-one-half. Effective June 25, 1991, the court standby pay shall be extended to Justice and District Courts for each scheduled court appearance.

(d) Upon arriving on duty when called up from stand-by, an employee will be compensated in accordance with Article 19.

(e) In the event that an employee is injured during the trip to Court through no fault of his/her own, the City will attest that such injury is in the line of duty.

(f) For calculation of payment due under this Article, base hourly rate shall be increased by Investigator assignment pay, FTO assignment pay, or Senior Officer premium pay for any officer so assigned by payroll action form.

ARTICLE NO. 21. LONGEVITY PAY:

(a) Effective July 8, 1996, each full-time employee who has completed five (5) years of service with the City of Reno, shall be entitled to longevity pay in addition to regular salary. Said employee's longevity pay shall be at a rate equal to one-half percent (.5%) of the employee's biweekly base hourly

rate for each year of service, up to a maximum annual payment of twelve and one-half percent (12.5%) of base hourly rate for employees with twenty-five (25) years or more of service, with payment to be effected each pay day beginning with the pay period within which the anniversary falls. Years of service for calculation of longevity pay shall include full time service with the City, excluding time for temporary employment, leave of absence, or lapse of service.

(b) For calculation of payment under this Article, base hourly rate shall be increased by Investigator assignment pay, FTO assignment pay or Senior Officer premium pay.

ARTICLE NO. 22. HEALTH AND ACCIDENT INSURANCE:

(a) Any employee shall have the right to participate in the City's group insurance program as set out in this Agreement or as altered pursuant to this Agreement. The City shall make contributions equal to one hundred percent (100%) of the employee only cost of the health and accident insurance premiums for each full-time probationary employee and full-time regular employee to one of the following plans selected by an eligible employee:

(1) A group medical and dental indemnity plan, benefits of which shall be provided through a self-insured plan or under a group insurance policy or policies issued by an insurance company or insurance companies selected by the City.

(2) Any other prepaid or indemnity group medical and dental plan or plans (including health maintenance organizations) determined appropriate by the City.

(b) As part of the City's group health and life insurance program, a term life insurance policy in an amount equal to one (1) times the employee's annual base wage shall be provided for each active regular full-time and qualified part-time employee enrolled in the City's group health and life insurance program. The life insurance benefit shall be provided to retirees who continue as part of the City of Reno group health insurance program regardless of the type of retirement subject to the reduction formula specified in the group term life insurance policy.

(c) The City shall contribute to the cost of dependent coverage an amount equal to fifty-five percent (55%) of the cost of the indemnity plan coverage for each dependent category, for those qualified employees who elect to be covered by Section (a) above.

(1) This amount shall be used as a credit to the appropriate category of dependent coverage selected by the employee.

(2) This credit shall only be available to those employees who qualify and elect to receive dependent coverage.

(3) Under no circumstances will the City

contribute more to the cost of dependent coverage than the actual cost of that coverage.

(4) This dependent coverage credit is not a benefit for retirees. This shall not prohibit retirees from purchasing dependent coverage in accordance with the providers' policy.

(d) If the cost of dependent coverage selected by the employee under (c) above exceeds the maximum City contributions, the employee shall pay the additional cost.

(e) All qualified employees who select coverage under Section (a) above, shall be covered by, and the City contributions shall be made for, the plan(s) of his/her choice on the first of the month following thirty (30) calendar days of his/her initial date of hire, provided that the employee enrolls in such coverage in accordance with the provisions of the plan selected.

(f) Specific medical and dental benefit levels and premium costs are not set forth in this contract for the insurance programs available under this contract.

(1) It is understood that plan benefits are determined by the providers and the City. The plan benefits determined by the providers, over which the City has no direct control, are not subject to bargaining under this contract. With respect to benefits provided through a self-insured plan, benefit levels that do not affect costs paid

by the employee are not subject to bargaining under this contract.

(2) The City assumes no responsibility for replacement of benefits which may be changed by carriers over which the City has no direct control.

(3) It is understood that plan costs, premiums or funding levels for employee and dependent categories are determined by the providers.

(g) The City agrees to provide, at least annually, an open enrollment period. Such enrollment period and employee and dependent eligibility shall be in accordance with the policies and rules of the insurance carrier or carriers including the City for self-funded plans.

(h) Each medical insurance or health plan provides for coordination with Medicare coverage and any employee who participates in a plan is subject to the requirements of that plan, including provisions relating to Medicare.

(1) The City is not responsible for the replacement of benefits which may be reduced, eliminated or made more expensive as a result of coordinations with Medicare.

(2) City contributions are not payable toward contributions an employee is required to make to the Federal Government for Medicare coverage.

(i) Part-time employees working a minimum of twenty-

five (25) hours per week for the City may also be included in the Group Insurance Plan and receive City contributions prorated on scheduled hours; however, temporary employees shall not be included. Any employee on leave of absence from the City may continue to carry City Group Insurance by making full premium payments.

(j) For those employees retiring on or after July 1, 1999, the City agrees to pay one hundred percent (100%) of the Health and Accident employee only premium for any employee upon separation who has thirty (30) years or more of service in the Reno Police Department irrespective of age; or who has twenty (20) years of service in the Reno Police Department, who is in retirement status and who receives retirement benefits under P.E.R.S. The premium payment is to be made for the City's plan for the same employee only coverage that current employees have for the remainder of the employee's life.

(k) For those employees retiring on or after July 1, 1999, the City agrees to pay seventy-five percent (75%) of the employee only Health and Accident premium for any employee upon separation who has fifteen (15) years of service in the Reno Police Department, who is eligible to retire, who immediately goes into retirement status and receives retirement benefits under P.E.R.S. The premium payment is to be made for the City's plan for the same employee only coverage that current employees have for the remainder of the employee's life.

(l) For those employees retiring on or after July 1, 1999, the City agrees to pay fifty percent (50%) of the employee only Health and Accident premium for any employee upon separation who has ten (10) years of service in the Reno Police Department, who is eligible to retire, and who immediately goes into retirement status and receives retirement benefits under P.E.R.S. The premium payment is to be made for the City's plan for the same employee only coverage that current employees have for the remainder of the employee's life.

(m) In determination of costs for any considered insurance proposal, the City agrees, upon proper notice, to release and/or authorize the release of requested, pertinent and reasonable information consistent with the provisions of N.R.S. 288.180.

(n) The City's Ad Hoc Insurance Advisory Committee is responsible for reviewing the group health and accident program. It is understood that the Ad Hoc Insurance Advisory Committee referred to in this Agreement is advisory in nature and that the City is not bound by any of the recommendations of the Committee. The City shall consult with the Ad Hoc Insurance Advisory Committee before making changes in the group health and accident program.

(o) Long Term Disability Insurance. The City shall provide long term disability insurance to individuals covered under this Agreement. This insurance coverage shall provide a

long term disability insurance benefit based on 66-2/3% of the individual's pre-disability base salary up to age 65 in accordance with the terms of the long term disability policy in effect between the City and the long term disability carrier.

(p) Effective March 1, 1998, for an employee killed in the line of duty and who had elected spouse and/or dependent health insurance coverage under one of the City's plans, the City will pay the health insurance premium to the City's plan for the surviving spouse and/or eligible dependents. Spouse coverage shall continue until remarriage or death whichever occurs first. Killed in the line of duty shall be defined as death by unnatural causes arising out of performance of his job.

Note: Nothing in this Agreement shall impact the health insurance benefits of those individuals retiring prior to July 1, 1999.

ARTICLE NO. 23. UNIFORM ALLOWANCE:

(a) The City will pay each employee a uniform allowance in accordance with paragraphs (b) and (c) below. Said uniform allowance will cover the full cost of original purchase, replacement and up-keep of said uniform during the time of employment with the City of Reno. Upon termination from City employment, the Police Chief at his discretion, may require the employee to return to the City any uniform or parts thereof in his possession at the time of termination.

(b) Effective July 1, 2001, the uniform allowance

shall be at the rate of nine hundred dollars (\$900.00) per year and shall be paid in two (2) semi-annual equal installments with the final payday in June and December. Effective July 1, 2002, the uniform allowance shall increase to one thousand dollars (\$1000.00) per year. Effective July 1, 2003, the uniform allowance shall increase to eleven hundred dollars (\$1100.00) per year. Effective July 1, 2004, the uniform allowance shall increase to twelve hundred dollars (\$1200.00) per year.

(c) In lieu of the uniform allowance provided in paragraph (b) the City may elect to furnish either directly or through contracted facilities the required uniforms, replacements, and up-keep services.

(d) Effective July 1, 2001, in the event employees lose or damage equipment, watches or eye glasses in performance of duties, the City will reimburse the cost of item(s) lost or damaged up to a maximum of one thousand dollars (\$1000.00). This provision shall include uniforms as well as clothing worn by detectives. In order to receive the benefit of this Article, the employee must report any claims prior to, or at the end of the shift on which the incident occurred. Reimbursement shall be limited to those items which would ordinarily and customarily be used in the course of employment.

(e) The City shall replace safety vests for each employee at the end of the manufacturer's specified use life. The old vest shall be turned back in to the City.

ARTICLE NO. 24. SPECIAL PAY PRACTICES:

(a) Shift Differential Payments: Effective the last full pay period of June 2001, those employees, other than Second Watch (Day Shift), required to work between the hours of 1800 (6:00 p.m.) and 0800 (8:00 a.m.) as one regular assignment shall be compensated at the rate of One Dollar and Fifty Cents (\$1.50) per hour for those hours worked during that period.

(1) Any employee working a regular assigned shift, or any overtime shift, shall be paid shift differential for the entire shift if at least fifty percent (50%) of the hours worked are between 1800 hours (6:00 p.m.) and 0800 hours (8:00 a.m.).

(2) Any employee who works any overtime between the hours of 1800 (6:00 p.m.) and 0800 (8:00 a.m.) shall receive shift differential for each hour worked between those hours.

(3) Any employee assigned to First Watch (Graveyard) shall receive shift differential for any extension of his regular shift.

(4) The provisions of this Article shall not apply to standby.

(b) Motorcycle Duty: Effective the last full pay period of June 2001 and in recognition of the special skills and abilities required, employees assigned to motorcycle duty shall receive an additional \$80.00 per biweekly pay period. Employees

who work motorcycle duties on a part-time basis shall receive \$10.00 motorcycle pay for each day a motorcycle is ridden.

(c) City Dog Care: Dog Care shall be paid in accordance with the negotiated FLSA settlement letter dated January 19, 1996.

(d) Court Appearances:

(1) From time-to-time, employees shall be required to appear in all courts and administrative agencies on City business. When so required during off shift hours, employees shall be compensated at overtime rate of pay, providing not less than two (2) hours compensation for any appearance. However, no employee shall be entitled to the above benefits as a result of a subpoena or invitation to testify at an EMRB hearing, Civil Service hearing or arbitration case when called by the Association.

(2) Employees shall be entitled to retain the following witness fees:

(A) Witness fees resulting from a court appearance provided the employee was not on court stand-by or in a paid work status;

(B) Witness fees resulting from appearances at DMV hearings provided the employee was not on stand-by; and

(C) Witness fees resulting from a lawfully executed subpoena provided the employee was not on

stand-by.

All other witness fees paid to the employee shall be turned over to the City for deposit in the General Fund.

(e) Outside Jurisdiction - Court Appearance: When an employee receives a subpoena from an outside jurisdiction, he must contact his immediate supervisor. The supervisor shall be responsible for determining which mode of transportation the employee uses to reach that outside jurisdiction to ensure a timely appearance.

(f) Acting Pay: From time-to-time, employees will be required to work in job classifications to which they are not permanently assigned. When this occurs, the employee shall receive salary compensation for that classification, provided that:

(1) The classification is higher than the employee's regular classification; and

(2) The employee has worked five (5) consecutive work periods (shifts) in the higher classification.

Administration of the above language shall be under the direction of the office of the Chief of Police. At no time will the employee receive pay for a classification lower than his regular salary classification. Compensation for the higher classification shall not be less than five percent (5%) of the employee's regular salary classification.

(g) Training Officer/Investigator Pay:

(1) TRAINING OFFICER: Any uniformed officer assigned, in writing, by the Chief of Police or his designee as a field training officer (FTO) for the Field Training Evaluation Program (FTEP) shall receive premium pay at ten percent (10%) of his base hourly rate (as listed in the salary appendix) for the entire period so assigned. This pay shall be effective the first full pay period in January 1999. Any other uniformed employee assigned by the Chief of Police or his designee to temporarily act as a field training officer and who works during part of a pay period as an FTO with the recruit and/or Departmentally approved auxiliary or reserve programs or other programs, or who is assigned to train officers newly assigned to a unit, team, or Division, shall receive FTO pay for the entire pay period. When assigned as an FTO for citizen ride alongs, the FTO pay shall be prorated on a per shift basis. The Department will assign citizen and departmental ride alongs to designated FTO's when operationally reasonable. No employee shall receive Training Officer pay for taking a ride along who is related or who is engaged in a social relationship. This would include, but is not limited to, wives, husbands, boy friends, girl friends, children. Those officers receiving investigator assignment pay will not be eligible to receive FTO pay in addition to their

investigator assignment pay. However, the one exception is those officers receiving investigator assignment pay and assigned to train an officer newly assigned to their unit, shall receive premium pay of an additional five percent (5%) of his base hourly rate (increased by his investigator assignment pay) for the entire pay period so assigned. If the officer assigned to train the newly assigned officer takes sick leave, the replacement FTO officer assigned to train the newly assigned officer shall receive premium pay at five (5%) of his base hourly rate pro-rated on a per shift basis.

Any officer assigned to instruct in-service training, who is not otherwise receiving FTO or investigator assignment pay, shall only receive FTO premium pay at ten percent (10%) of his base hourly rate (as listed in the salary appendix) pro-rated on a per shift basis.

(2) INVESTIGATOR: Effective the first full pay period following July 1, 1998, any officer assigned in writing, by the Chief of Police, or his designee, as an investigator shall receive special assignment pay in the amount of ten percent (10%) of his base hourly rate for the period so assigned.

(A) The RPPA and City agree that the following language will define "investigator" assignment, however it will exclude personnel

currently assigned to the inactive Civil Service classification of "Detective":

| <u>INVESTIGATOR ASSIGNMENT</u> | <u>NO.OF POSITIONS</u> |
|--------------------------------|------------------------|
| Non-Uniformed Assignments | 30 |

(B) These investigator positions will be subject to review by the City on an annual basis in conjunction with the City's annual budget process and may be adjusted based on organizational needs, provided that during the term of this Agreement the number does not fall below thirty (30) unless mutually agreed to.

(C) It is understood that the investigator pay will apply for those currently assigned to the inactive Civil Service classification of Detective.

(h) Hazardous Pay: Bomb Squad and Tactical Response Team members who are qualified and assigned as determined by the Chief of Police will receive twenty-five dollars (\$25.00) per biweekly pay period. Effective the last full pay period of June 2002, the Tactical Response Team members who are qualified and assigned as determined by the Chief of Police shall receive sixty dollars (\$60.00) per biweekly pay period. Effective the last full pay period of June 2001, lab certified members of the narcotics unit who are qualified and assigned as determined by the Chief of Police shall receive sixty dollars (\$60.00) per biweekly pay period.

(i) Senior Officer: Effective the last full pay period in June 2001, those employees having a minimum of 15 years as a police officer with the Reno Police Department and who do not qualify for the educational benefits as described in Article 37 of this Agreement may qualify for an additional five percent (5%) of their base hourly rate of pay as determined by the RPPA Board of Directors. There will be no more than five (5) officers at any one time receiving this pay. The RPPA President shall send a list of those officers selected to the Chief of Police. Those officers selected will begin receiving the aforementioned pay effective the first full pay period following notification by the selection committee. The additional pay terminates when a selected employee receives educational pay, when promoted, or upon separation of employment with City of Reno as a police officer.

(j) Field Force: Effective the last full pay period of June 2001, any officer assigned, in writing, by the Chief of Police or his designee, to work a Field Force position shall receive twenty five dollars (\$25.00) per biweekly pay period.

(k) Safety Equipment: The City will furnish one pair of motorcycle boots and one pair of motorcycle britches to all newly assigned motorcycle officers and will replace such boots and britches damaged or lost in the performance of duty.

ARTICLE NO. 25. TRAINING COURSES:

Employees will be reimbursed for educational training

courses taken subsequent to approval of the Police Chief pursuant to the following:

(a) The training must be directly related to the required skill or education for the employee's current position. No reimbursement merely for promotion preparation.

(b) Only full-time regular employees who have been so employed for at least one (1) year will be eligible for reimbursement. Further, eligibility will be determined by the Police Chief in accordance with the departmental training program.

(c) Effective July 1, 2001, no employees will be reimbursed for more than one thousand dollars (\$1,000.00) per fiscal year. No reimbursement will be effected if the cost is assumed by any other institution, scholarship or grant-in-aid.

(d) Reimbursable expenses shall be restricted to tuition course fees and required textbooks. While courses should normally be taken on the employee's own time, exception may be granted by the Police Chief - in which case, hours away from work must be deducted from earned vacation, or be recorded as excused absence without pay.

(e) To obtain reimbursement, a course must be taken from a recognized and accredited school. At the Police Chief's discretion, a course may be taken from a school that is not accredited.

(f) Reimbursement will be effected upon presentation

of evidence to substantiate the expense, evidence of a passing grade and the surrender of all textbooks for placement in the Police Department reference library.

ARTICLE NO. 26. VACANCIES AND PROMOTIONS:

All vacancies and promotions shall be filled and made by the City consistent with the Reno City Charter and the Rules and Regulations of the Reno Civil Service Commission. Any appeal arising out of actions taken by the Civil Service Commission will be presented to said Commission and are not grievable under the terms of this Agreement.

ARTICLE NO. 27. WORKING RULES:

The City may adopt any and all rules and regulations not in conflict with Nevada Revised Statutes, the Reno City Charter, Reno City Ordinances, the Rules and Regulations of the Reno Civil Service Commission and this Agreement. The Police Chief shall have full authority in matters of training, safety, health and sanitation affecting employees on the job and he shall consider such suggestions and recommendations pertaining to these matters as may be from time-to-time presented by the employees or the Association.

ARTICLE NO. 28. GRIEVANCE ARBITRATION PROCEDURE:

(a) The purpose of the following grievance-arbitration procedure shall be to settle, as quickly as possible, disputes concerning the interpretation, application, and enforcement of this Agreement raised by an employee or the Association. An

attempt will be made to resolve such disputes through informal discussion by meeting with the appropriate supervisors and administrators, utilizing the Labor-Management Committee, or through other appropriate Departmental forums.

(b) LEVEL I. If a grievance is not settled during informal discussion, the aggrieved party may within ten (10) working days of the event giving rise to the grievance or the time the aggrieved party could reasonably have acquired knowledge of the event, or the end of the informal discussions by the parties, present the grievance in writing on the City/Association approved grievance form to the grievant's immediate supervisor and to the Association President. If the grievance is a result of an order made or an action taken by a higher ranking supervisor, then the grievance will be filed at that level. The immediate supervisor or supervisor receiving the grievance shall respond to the employee in writing within five (5) working days thereafter.

(c) LEVEL II. Within five (5) working days after receipt of the written response from the immediate supervisor, or the supervisor with whom the grievance was filed, and if the matter is unresolved, the aggrieved party may present the grievance in writing on the City/Association approved grievance form to the Chief of Police and to the Association President, accompanied by all correspondence on the matter. Within five (5) working days, the Chief of Police shall examine the relevant

evidence and shall meet in consultation with the aggrieved party and representative, if any, for the purpose of resolving the grievance. The Chief of Police shall, within five (5) working days of the meeting, render a decision and reasons therefore in writing to the aggrieved party and the Association.

(d) LEVEL III.

(1) If the aggrieved party is not satisfied with the disposition of the grievance at Level II, the Association may, within five (5) working days of the Chief of Police's decision, or within thirty-five (35) days after the grievance was filed, if no decision is rendered by the Chief of Police, submit the grievance in writing on the City/Association approved form to the Reno City Manager and to the Association President.

(2) Within five (5) working days after written notice of submission to Level III, the Reno City Manager or his designee shall schedule a meeting with the Association to discuss the merits of the grievance. After the meeting the City Manager will prepare a response to the Association within ten (10) working days relative to its position on this grievance.

(e) LEVEL IV. If the Association does not agree with the City Manager's response, or if no response is given, the Association shall, within ten (10) working days of the date the City Manager's response is due, notify the City Manager in

writing if the Association wishes to take the grievance to arbitration. The Reno City Manager or his designee and the Association shall agree upon a mutually acceptable arbitrator who is experienced, impartial, disinterested, and of recognized competence. If the parties are unable to agree upon an arbitrator, a request for a list of seven (7) arbitrators shall be made to the Federal Mediation and Conciliation Service by either party. Costs and expenses for arbitration shall be borne equally by the parties.

(1) The arbitrator so selected shall confer promptly with representatives of the Reno City Manager and the Association, shall hold further hearing(s) with the aggrieved and such other parties in interest he shall deem requisite, and, unless extended by mutual agreement, shall issue his report not later than thirty (30) days from the date of conferences or hearings between the parties.

(2) All hearings held by the arbitrator shall be in closed sessions and no news releases shall be made concerning progress of the hearings.

(3) The arbitrator's decision shall be submitted in writing to the aggrieved party, the Labor Relations Manager and the Association, and shall set forth his findings of fact, reasonings, and decision on the issues submitted. The arbitrator's decision shall be final and

binding except as herein otherwise provided and shall be consistent with the law and with the terms of this Agreement.

(4) The Reno City Council agrees to the final and binding arbitration for resolution of grievance as specified in the preceding section. However, in the event that the arbitrator's award would cost the City of Reno an amount in excess of one quarter cent ($1/4\text{¢}$) on the tax rate for any one specific grievance, or one-half cent ($1/2\text{¢}$) on the tax rate in the aggregate (more than one grievance) during the term of this Agreement, the Reno City Council shall have final authority in the resolution of the grievance and the arbitrator's decision shall be advisory only. At the next meeting of the Reno City Council, the decision of the arbitrator and any other information shall be presented to the Reno City Council for consideration and both parties shall have the opportunity to present their positions before the Reno City Council takes final action on the grievance.

(5) A record of decisions shall be maintained by the City and Association, and each decision shall be precedent for future interpretation or application of this Agreement.

(f) The time limits specified in the preceding sections may be extended by mutual agreement of both parties.

(g) Any employee grievant or participant in the

grievance procedure who is called upon to testify by subpoena during a regular working business day shall be paid by the City for time so spent, but only for straight time hours he would have otherwise worked. The City shall allow officers who are grievants to attend any hearing or appeal hearings in which they are named grievants. Those officers shall be excused from their normal work assignment to attend the hearings. In the case of a grievance with multiple grievants, no more than five (5) grievants may attend at any one time. In the event the hearings fall on an officer's days off, then an officer who is called to testify may flex his normal scheduled work days to allow for his attendance at the hearings.

(h) Subject only to the Association's exclusive right to initiate arbitration, the aggrieved party shall have the right to be represented by up to two (2) representatives of his/her choice at each step of the grievance procedure, provided that one (1) representative shall be designated as the grievant's spokesperson. The City shall also designate a single spokesperson to present the City's side of the grievance at each step of the procedure.

ARTICLE NO. 29. DISCIPLINE/DISCHARGE:

(a) That all discipline including discharge shall be for just cause, and shall be imposed without unreasonable delay, subject only to the need for thorough investigation.

(b) That "just cause" for any discipline as defined

hereinafter, including discharge, is subject to appeal and review under the procedures set out below, expressly including final and binding arbitration.

(c) (1) The term "discipline" as used herein shall include discharge, demotion, suspension and written reprimands; provided, however, that a formal written letter of reprimand shall only be subject to review by the Chief of Police and not subject to arbitration. The Chief, upon completion of his review may withdraw, modify or affirm the letter of reprimand. At any time, the affected officer may submit a written statement responding to the letter of reprimand and such statement shall be included in the official department and/or divisional personnel file(s). As used herein, "formal letter of reprimand" or "letter of reprimand" is understood and defined as being those letters customarily issued by supervisors advising and reprimanding an officer, of and for certain designated and established specific failure(s) in performance, regarding departmental policies, rules and regulations, and which letters of reprimand are placed in the officer's official department and/or divisional personnel file(s).

(2) Letters of reprimand will be effective for a period of twelve (12) months following date of incident and, provided there are no intervening reprimands or more severe disciplinary action having a same or similar relationship to

the original incident, thereafter shall be of no further effect and shall be removed from files upon request of the affected employee.

(3) The Chief and the Association shall meet and establish a form or format to be used for the purpose of letters of reprimand.

(d) Each regular employee who has been disciplined shall have the option of pursuing the appeal procedures set out below, subject to the Association's right to be a participant in all arbitration proceedings, or Civil Service remedies for reviewing the discipline imposed. Any employee choosing to pursue remedy under Civil Service, waives his/her right to pursue the arbitration appeal procedures available at the City Manager's level and above as delineated below, and such remedy shall no longer be available to that employee. The City will require that an employee pursuing the appeal procedures in this Article sign a waiver of the right to pursue Civil Service remedies.

(1) If the employee elects to appeal to the Civil Service Commission, then a hearing will be conducted in accordance with the rules of the Commission.

(2) In cases where the employee has chosen to go to arbitration without the concurrence of the Association, the employee shall be liable for the normal shared costs of arbitration.

(e) When a recommendation for discipline has been made

as the result of an internal investigation, the employee has the option of accepting the recommended discipline or requesting an appeal. Generally the employee's immediate supervisor will notify the employee of the recommendation for discipline.

(1) If the employee elects to appeal, he shall notify the Chief of Police, in writing or by email, within ten (10) working days after receiving the notification of discipline. The employee and/or his two (2) designated representatives may review investigative files, recommendations, documents and other evidence pertaining to the case, as well as the employee's personnel files, prior to each of the appeal hearings. Any employee or his representative, if electing to appeal, may obtain a copy of the entire Internal Affairs investigative file of the subject investigation.

(A) Within ten (10) working days after receipt of the appeal request, the Chief of Police shall examine the relevant evidence and shall schedule a meeting with the aggrieved party and representative, if any, for the employee to present evidence on his behalf.

(B) The Chief of Police shall, within five (5) working days of the meeting, render a decision and reasons therefore in writing to the aggrieved party and the Association President.

(2) City Manager Level. If the aggrieved party is not satisfied with the disposition of the appeal at the Chief of Police level, the aggrieved party shall, within ten (10) working days, submit an appeal, in writing, to the Reno City Manager. Any regular employee of the bargaining unit being disciplined and electing the appeal procedure as delineated in section (e) of this Article, except those being discharged, shall remain in pay status and shall not have discipline imposed pending the outcome of the appeal at the City Manager level.

(A) Upon receipt of the appeal request, the Reno City Manager or his designee shall, within ten (10) working days, schedule a hearing with the aggrieved employee and the Association for the employee to present evidence on his behalf. Evidence, testimony and information relevant to the case, including mitigating circumstances, may be presented by the affected employee and his representatives.

(B) Within ten (10) working days after the hearing, the City Manager or his designee shall render a decision and reasons therefore, in writing, to the aggrieved party and to the Association President.

(4) Arbitration. If the aggrieved party and the Association do not agree with the City Manager's decision,

the Association shall, within ten (10) working days of the date of the City Manager's response, notify the City Manager in writing if the Association wishes to take the appeal to arbitration. The City Manager or his designee and the Association shall agree upon a mutually acceptable arbitrator who is experienced, impartial, disinterested, and of recognized competence. If the parties are unable to agree upon an arbitrator, a request for a list of seven (7) arbitrators shall be made by the Association to the Federal Mediation and Conciliation Service. Costs and expenses for arbitration shall be borne equally by the parties.

(A) The arbitrator so selected shall schedule a hearing as soon as possible and, unless extended by mutual agreement, shall issue his report not later than thirty (30) days from the date of hearing or the date of receipt of briefs from the parties.

(B) Any hearing held by the arbitrator shall be in closed sessions and no news releases shall be made concerning progress of the hearing.

(C) The arbitrator's decision shall be submitted in writing to the aggrieved party, Director of Human Resources, and the Association, and shall set forth his finding of fact, reasoning, and decision on the issues submitted. The arbitrator's decision shall

be final and binding except as herein otherwise provided and shall be consistent with the law and with the terms of this Agreement. The parties shall make reasonable efforts to schedule arbitration as quickly as possible.

(f) Discharge. Any regular employee of the bargaining unit being discharged shall remain in pay status pending the outcome of a pre-termination hearing before the Chief of Police.

A pre-termination hearing is an informal hearing before the Chief of Police, where the employee will be given the right of Association representation to give his answer to the charge and give his/her "side of the story." In the event that the Chief elects to terminate the employee and the employee elects to appeal, he may appeal to either the City Manager or Civil Service. Notice of such appeal must be in writing or e-mail. A hearing will be scheduled as quickly as possible with the City Manager or his designee.

(g) (1) Disciplinary actions other than letters of reprimand shall be sealed upon written request by the employee to the Chief of Police with a copy to the Human Resources Department according to the following schedule:

(A) Suspension of less than three (3) days, without recurrence, three (3) years from the date of the incident giving rise to the suspension;

(B) Suspensions of three (3) days or more,

with no recurrence, five (5) years from the date of the incident giving rise to the suspension.

(2) It is the intent of the parties that "recurrence" shall mean repetition of the same or similar act, error, or omission on the part of the employee as provided for in the Department Operations Manual or in the Civil Service Rules. The City agrees that arbitrary or capricious application of this definition of "recurrence" shall be subject to the grievance procedure.

(3) Sealing shall include sealing of all memos, letters, correspondence, complaint forms and any other written material pertaining to the disciplinary action.

(4) Sealing shall not include the sealing of any material related to criminal offenses for which the employee was charged except in concurrence with the sealing or expungement of criminal charges by a court of competent jurisdiction, or except in the event of complete exoneration of the employee by the court.

(5) The City Human Resources Department shall be notified in all cases where sealing of disciplinary action is taken, and Human Resources Department file copies will be sealed accordingly.

(6) The sealed action shall not be held to discriminate against the employee in any subsequent disciplinary action, or in the event of impending promotion,

merit step raise, transfer, request for educational leave, modification of duties, vacation selection, application for other employment, or against any other action the employee may take for his personal improvement or betterment.

(7) Once sealed, the file shall not be opened unless the employee requests such unsealing -- and then only for examination by the person or persons which the employee specified, or at the direction of the Chief of Police who may deem it necessary. In any case, the employee is to be notified of the opening of the sealed file and the reasons therefore.

(h) Subject only to the Association's exclusive right to initiate arbitration (except as provided in (d)(2)), an employee shall have the right to be represented by up to two (2) representatives of his/her choice at each step of the appeal process described in this Article, provided that one representative shall be designated as the employee's spokesperson.

The City shall also designate a single spokesperson to present the City's side of the case to the arbitrator. Representatives of the employee may be other members of the bargaining group, attorneys, persons who are not employed by the City, non-sworn City employees, or any other persons selected by the affected employees or the Association. The purpose of the employee's representative shall be to provide representation and

assistance to the employee. Where there is a fiscal impact on the Association, the Association has the exclusive right to final approval over a paid representative.

(i) The subject employee and the Association shall be notified prior to the initiation of a formal investigation determined necessary by the Police Department of any bargaining unit employee when such advanced notice to the employee and the Association will not jeopardize any necessary, ongoing ADI (Administratively Directed Investigations) or IA (Internal Affairs) investigations of alleged employee misconduct.

(j) Unit peace officers shall be afforded all rights guaranteed under NRS Chapter 289.

ARTICLE NO. 30. AMENDING PROCEDURES:

If either party desires to modify or change this Agreement it shall, no later than February 1, of any year, give written notice to the other party of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. Any amendment, whether a proposed amendment or an alternative to a proposed amendment, that may be mutually agreed upon shall become and be a part of this Agreement, the effective date to be as mutually agreed. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

ARTICLE NO. 31. SAVINGS CLAUSE:

(a) This Agreement is the entire agreement of the parties, terminating all prior arrangements and practices and concluding all negotiation during the term of this Agreement, except as provided in this Agreement. The City or the Association may request meetings relative to the administration of this Agreement when questions arise necessitating such meetings.

(b) In the event the City intends to institute a change during the term of this Agreement of a subject which falls within the scope of mandatory bargaining as outlined in Subsection 2 of NRS 288.150, the City recognizes its duty to bargain with the Association over said change. Disputes arising under this Article shall not be grievable under Article 28 of this Agreement, but shall be submitted to the Nevada Local Government Employee-Management Relations Board of resolution.

(c) Should any provisions of this Agreement be found to be in contravention of any Federal or State Law, the Reno City Charter, or Rules and Regulations of the Reno Civil Service Commission, by a court of competent jurisdiction, such particular provision shall be null and void, but all other provisions of this Agreement shall remain in full force and effect until otherwise canceled or amended. The parties agree to meet within a reasonable period of time after such a finding of contravention to renegotiate the invalidated provision(s).

ARTICLE NO. 32. DURATION OF AGREEMENT:

This Agreement shall be in full force and effect on July 1, 2005, and shall continue in force through June 30, 2010.

It shall be renewed from year to year thereafter unless amended by the parties.

ARTICLE NO. 33. SENIORITY/LAYOFF:

(a) In the event of layoff or reduction in force due to lack of funds or lack of work, regular employees will be laid off according to seniority within the classifications being reduced starting with the least senior employee.

(b) Subject to Civil Service regulations, employees shall be given opportunity to transfer in lieu of layoff, to any other positions for which he/she is or has qualified, and is more senior than the least senior employee in that class.

For purposes of this Article, seniority of regular employees shall commence on their date of hire, and include any break in employment with the City not exceeding twelve (12) months.

Employees who are temporary or probationary are not regular employees and shall not have seniority for purposes of bids or layoff, but shall be assigned as the Department sees fit, and shall be laid off before any regular employee.

ARTICLE NO. 34. COMPENSATORY TIME:

(a) In lieu of overtime or premium pay for working a holiday, compensatory time-off may be allowed and scheduled

subject to the convenience of the employee and Department. Court appearance overtime shall be eligible for compensatory time-off. Compensatory time may be accrued up to a maximum of eighty (80) hours. Any change in this Article shall be by mutual agreement between the Chief of Police and Association representatives.

(b) Effective July 1, 2001, upon request, bargaining unit employees may, semi-annually, cash out up to 80 hours of accumulated but unused compensatory time in increments of 20 hours during the window periods of November 1 through November 30 and April 1 through April 30. Employees electing to cash out compensatory time must notify the City between April 1 through April 30 and November 1 through November 30.

(1) To be eligible, employees must file a written request with the Chief of Police or his designee during the window period specified above.

(2) Calculation of payment due shall be based on the employee's base hourly rate in effect on the last day of the window period of the year in which his request was made. Base hourly rate shall be increased by Investigator assignment pay, FTO assignment pay, or Senior Officer premium pay for any employee so assigned by payroll action form.

ARTICLE NO. 35. RELEASE TIME:

(a) There shall be established a release time bank for

the use of designated Association officers for Association business. This release time bank shall be in addition to release time provided for representation activities pursuant to this Agreement and NRS 288. Effective July 1, 2001, The City shall contribute release time at the rate of four hundred fifty (450) hours per contract year. In addition, any unused time may be carried over to the next contract year.

(b) Effective July 1, 2001, The City shall provide a release time bank at the rate of one thousand forty (1,040) hours per fiscal year for the exclusive use of the RPPA President for Association related matters. This shall be the sole release time that may be used by the President. There shall be no additional release time provided for the President for disciplinary, grievance or collective bargaining or any other Association related issues. The release time used by the President shall be paid at the same level of pay and benefits otherwise afforded him. In the event the President's release time bank is exhausted prior to the end of the fiscal year additional hours for disciplinary, grievance or collective bargaining related issues may be granted at the discretion of the Chief of Police and the Assistant City Manager (Human Resources). The RPPA President may transfer unused release time from the President's bank to the pool specified in (a) above, if needed; however, those transferred hours shall not be available to carry over to the next contract year.

(c) Effective July 1, 2005, the City shall provide a release time bank at the rate of four hundred (400) hours per fiscal year for use by Association board members for board meetings.

(d) The use of release time shall be subject to reasonable prior notice and approval based on the staffing needs of the department. Approval shall not be unreasonably denied, but the decision to grant or deny a request for use of release time shall not be grievable under Article 28 of this Agreement. Each individual shall record all release time taken on his or her time card.

(e) No overtime compensation shall be paid for hours spent on release time. Release time shall be treated the same as other forms of paid leave for the purpose of determining eligibility for overtime compensation.

(f) The Association shall provide the City with a list of Association officers authorized to use these release time banks. Updates to the list shall be provided when there is a change in Association officers.

ARTICLE NO. 36. LABOR-MANAGEMENT COMMITTEE:

The parties agree to the establishment of a permanent Labor-Management Committee. The Committee shall include three (3) sworn employees designated by and representing the Police Department Administration and three (3) current sworn employees designated by and representing the Association. The parties

agree that one member designated by and representing the Police Department shall be the Chief of Police of the Reno Police Department or his designee who must at least be a Reno Police Deputy Chief of Police. One member designated by and representing the Association shall be the Association President or his designee and shall be a current sworn non-supervisory police officer. All officers shall serve without loss of compensation. Representatives of both Police Administration and the Association may, from time to time, bring an expert(s) who may assist the committee in clarifying concerns and issues. The experts may or may not be employees of the City or the Association. Committee meetings shall ordinarily be held at least monthly. Association members of the Committee shall be allowed department time on those mornings preceding Committee meetings to study agenda items and issues.

Changes in Department work rules will also be discussed in this forum and recommendations by the Committee shall be considered by the Chief.

ARTICLE NO. 37. EDUCATIONAL INCENTIVE:

Effective the first full pay period following January 1, 1998, educational incentive shall be paid in accordance with the following:

(a) Any full-time employee who has obtained an Associate's Degree from an accredited college or university shall receive five percent (5.0%) of his biweekly base hourly rate per

pay period.

(b) Any full-time employee who has obtained a Bachelor's Degree from an accredited college or university shall receive six percent (6.0%) of his biweekly base hourly rate per pay period. Effective the last full pay period of June 2001, any full-time employee who has obtained a Bachelor's Degree from an accredited college or university shall receive eight percent (8.0%) of his biweekly base hourly rate per pay period.

(c) Any full-time employee who has obtained a Nevada Intermediate POST certificate shall receive three percent (3.0%) of his biweekly base hourly rate per pay period.

(d) Any full-time employee who has obtained a Nevada Advanced POST certificate shall receive four percent (4.0%) of his biweekly base hourly rate per pay period.

(e) No individual shall receive compensation under more than one of the above subsections during any fiscal year.

(f) An employee requesting educational incentive pay shall be required to provide proof of the required degree. An employee who becomes eligible according to the sections above, but after January 1, 1998, shall receive incentive pay beginning the first full pay period following the date the certification or degree is awarded.

(g) For calculation of payment due under this Article, base hourly rate shall be increased by Investigator assignment and FTO pay for any employee so assigned by payroll action form.

ARTICLE NO. 38. FLIGHT PROGRAM:

The City shall meet and confer over any future expansion of the flight program or addition of a helicopter program.

ARTICLE NO. 39. SPECIAL EVENTS:

(1) Hot August Nights

(a) The Hot August Nights special event may require the Chief of Police or his designee to schedule officers to work on their days off. The Chief of Police, or his designee shall advise the Association President, or his designee, of the manning requirements for Hot August Nights by the first of June preceding the event. Those officers with equal qualification in excess of the manning requirements will be granted consecutive days off by seniority. Officers desiring time off during the Hot August Nights special event will normally be granted leave by seniority on a first come, first served basis. When two (2) officers put in for any leave request, the officer with the most departmental seniority will be granted the leave. When five percent (5%) of the officers have been granted leave, additional leave may be granted subject to supervisor approval.

(b) Notwithstanding the above, all overtime for officers scheduled to work the Hot August Nights special event on their scheduled days off, or required to work extended shifts either prior to or after their regularly scheduled shifts shall be at two (2) times their base hourly rate of pay. In order to

qualify for Hot August Nights special event overtime pay, any extension of shift must be related to the Hot August Nights special event. Officers working on their scheduled days off shall be paid a minimum of eight (8) hours pay at the rate of two (2) times their base hourly rate of pay. For calculation of payment due under this section, base hourly rate shall be increased by Investigator assignment pay, FTO assignment pay, or Senior Officer premium pay for any employee so assigned by payroll action form.

(c) All officers working or required to work the Hot August Nights special event and qualifying for two (2) times their base hourly rate of pay, including those officers whose work shifts are extended either prior to or after their regular shifts, shall receive shift differential pay in the amount identified in Article 24, section (a), of the collective bargaining agreement, for the hours identified in Article 24 and worked during that period of time.

(d) The Chief of Police or his designee shall make every effort to not work any officer more than a sixteen (16) hour shift. He shall also make every effort to allow officers to have at least eight (8) hours off between shifts.

(2) Other Special Events

(a) The Chief of Police, or his designee, may require officers to work on other special events on their scheduled days off. However, the Chief of Police, or his designee, shall advise

the Association President, or his designee, a minimum of thirty (30) days preceding that special event of anticipated manning requirements. Officers with equal qualifications shall be granted time off and/or scheduled to work by seniority as defined in section (1)(a) above.

(b) When manning requirements for any special event require the involuntary scheduling of more than forty percent (40%) of officers, who are regularly assigned to patrol teams and detectives, on their regularly scheduled days off, the Association and the City shall immediately open negotiations for the limited purpose of negotiating overtime pay and benefits for that special event.

(c) Officers scheduled to work special events shall receive shift differential pay in the amount identified in Article 24(a) for the hours identified in Article 24 and worked.

ARTICLE NO. 40. SHIFT BID:

(1) Patrol shift bidding shall be the procedure used for allowing rotation of employees assigned to patrol shifts. The Chief of Police or his designee shall have the right to administratively assign probationary personnel in accordance with the needs of the department. He shall also have the right to administratively assign patrol personnel for performance related issues and for personal hardship reasons.

(2) Patrol shift bidding shall be conducted on a semi-annual basis. Bidding and shift preference shall be based on

seniority (time in grade). Procedures for the shift bid shall be established and handled by the Patrol Division Deputy Chief or his designee after meeting and conferring with the RPPA designated representatives.

(3) Notice governing the shift bidding process shall be distributed to the patrol officers prior to a shift change. This notice shall include:

(a) The date the shift change will occur;

(b) The parameters of the bidding process;

and

(c) The employee's bidding time.

(4) Employees shall be assigned to the same area for the bid period with the exception that the Chief of Police or his designee shall have the right to administratively assign to other areas for performance related issues and for personal hardship reasons. This shall enable the officer(s) to become better acquainted with the persons, businesses, organizations and hazards of the specific beat area.

(5) Patrol shift bid teams shall consist of not fewer than five (5), nor more than twelve (12), police officers.

APPENDIX A-1

Salary Plan for the RPPA Non-Supervisory Contract for the Period July 1, 2005 through December 31, 2005

| Classificat ion | Sala ry Grad e | Level 1 | Level 2 | Level 3 | Level 4 | Level 5 | Level 6 | |
|--------------------|-------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|------------------------------|
| Police Officer | P14 | 20.9184 1,673.47 43,510.27 | 21.9234 1,753.87 45,600.67 | 23.5709 1,885.67 49,027.47 | 25.2185 2,017.48 52,454.48 | 26.8678 2,149.42 55,885.02 | 28.6658 2,293.26 59,624.86 | Hourly Biweekly Annual |

(Reflects 2.1% increase)

APPENDIX A-2

Salary Plan for the RPPA Non-Supervisory Contract for the Period January 1, 2006 through June 30, 2006

| Classificat ion | Sala ry Grad e | Level 1 | Level 2 | Level 3 | Level 4 | Level 5 | Level 6 | |
|--------------------|-------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|------------------------------|
| Police Officer | P14 | 21.3577 1,708.62 44,424.02 | 22.3838 1,790.70 46,558.30 | 24.0659 1,925.27 50,057.07 | 25.7481 2,059.85 53,556.05 | 27.4320 2,194.56 57,058.56 | 29.2678 2,341.42 60,877.02 | Hourly Biweekly Annual |

(Reflects 2.1% increase)

APPENDIX A-3

Salary Plan for the RPPA Non-Supervisory Contract for the Period July 1, 2006 through December 31, 2006

| Classification | Salary Grade | Level 1 | Level 2 | Level 3 | Level 4 | Level 5 | Level 6 | |
|----------------|--------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|------------------------------|
| Police Officer | P14 | 21.8062 1,744.50 45,356.90 | 22.8538 1,828.30 47,535.90 | 24.5713 1,965.70 51,108.30 | 26.2888 2,103.10 54,680.70 | 28.0081 2,240.65 58,256.85 | 29.8824 2,390.59 62,155.39 | Hourly Biweekly Annual |

(Reflects 2.1% increase)

APPENDIX A-4

Salary Plan for the RPPA Non-Supervisory Contract for the Period January 1, 2007 through June 30, 2007

| Classification | Salary Grade | Level 1 | Level 2 | Level 3 | Level 4 | Level 5 | Level 6 | |
|----------------|--------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|------------------------------|
| Police Officer | P14 | 22.2641 1,781.13 46,309.33 | 23.3337 1,866.70 48,534.10 | 25.0873 2,006.98 52,181.58 | 26.8409 2,147.27 55,829.07 | 28.5963 2,287.70 59,480.30 | 30.5099 2,440.79 63,460.59 | Hourly Biweekly Annual |

(Reflects 2.1% increase)

APPENDIX A-5

Salary Plan for the RPPA Non-Supervisory Contract for the Period July 1, 2007 through December 31, 2007

| Classificat ion | Sala ry Grad e | Level 1 | Level 2 | Level 3 | Level 4 | Level 5 | Level 6 | |
|--------------------|-------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|------------------------------|
| Police Officer | P14 | 22.7316 1,818.53 47,281.73 | 23.8237 1,905.90 49,553.30 | 25.6141 2,049.13 53,277.33 | 27.4046 2,192.37 57,001.57 | 29.1968 2,335.74 60,729.34 | 31.1506 2,492.05 64,793.25 | Hourly Biweekly Annual |

(Reflects 2.1% increase)

APPENDIX A-6

Salary Plan for the RPPA Non-Supervisory Contract for the Period January 1, 2008 through June 30, 2008

| Classificat ion | Sala ry Grad e | Level 1 | Level 2 | Level 3 | Level 4 | Level 5 | Level 6 | |
|--------------------|-------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|------------------------------|
| Police Officer | P14 | 23.2090 1,856.72 48,274.72 | 24.3240 1,945.92 50,593.92 | 26.1520 2,092.16 54,396.16 | 27.9801 2,238.41 58,198.61 | 29.8099 2,384.79 62,004.59 | 31.8048 2,544.38 66,153.98 | Hourly Biweekly Annual |

(Reflects 2.1% increase)

APPENDIX A-7

Salary Plan for the RPPA Non-Supervisory Contract for the Period July 1, 2008 through December 31, 2008

| Classificat ion | Sala ry Grad e | Level 1 | Level 2 | Level 3 | Level 4 | Level 5 | Level 6 | |
|--------------------|-------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|------------------------------|
| Police Officer | P14 | 23.6964 1,895.71 49,288.51 | 24.8348 1,986.78 51,656.38 | 26.7012 2,136.10 55,538.50 | 28.5677 2,285.42 59,420.82 | 30.4359 2,434.87 63,306.67 | 32.4727 2,597.82 67,543.22 | Hourly Biweekly Annual |

(Reflects 2.1% increase)

APPENDIX A-8

Salary Plan for the RPPA Non-Supervisory Contract for the Period January 1, 2009 through June 30, 2009

| Classificat ion | Sala ry Grad e | Level 1 | Level 2 | Level 3 | Level 4 | Level 5 | Level 6 | |
|--------------------|-------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|------------------------------|
| Police Officer | P14 | 24.1940 1,935.52 50,323.52 | 25.3563 2,028.50 52,741.10 | 27.2619 2,180.95 56,704.75 | 29.1676 2,333.41 60,668.61 | 31.0750 2,486.00 64,636.00 | 33.1546 2,652.37 68,961.57 | Hourly Biweekly Annual |

(Reflects 2.1% increase)

APPENDIX A-9

Salary Plan for the RPPA Non-Supervisory Contract for the Period July 1, 2009 through December 31, 2009

| Classificat ion | Sala ry Grad e | Level 1 | Level 2 | Level 3 | Level 4 | Level 5 | Level 6 | |
|--------------------|-------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|------------------------------|
| Police Officer | P14 | 24.7021 1,976.17 51,380.37 | 25.8888 2,071.10 53,848.70 | 27.8344 2,226.75 57,895.55 | 29.7801 2,382.41 61,942.61 | 31.7276 2,538.21 65,993.41 | 33.8508 2,708.06 70,409.66 | Hourly Biweekly Annual |

(Reflects 2.1% increase)

APPENDIX A-10

Salary Plan for the RPPA Non-Supervisory Contract for the Period January 1, 2010 through June 30, 2010

| Classificat ion | Sala ry Grad e | Level 1 | Level 2 | Level 3 | Level 4 | Level 5 | Level 6 | |
|--------------------|-------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|------------------------------|
| Police Officer | P14 | 25.2208 2,017.66 52,459.26 | 26.4325 2,114.60 54,979.60 | 28.4189 2,273.51 59,111.31 | 30.4055 2,432.44 63,243.44 | 32.3939 2,591.51 67,379.31 | 34.5617 2,764.94 71,888.34 | Hourly Biweekly Annual |

(Reflects 2.1% increase)